

MAR-23-04 10:54AM FROM-FATCO Klamath Falls

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T-701 P.002/003 F-041

'04 APR 19 PM3:27

WELL AGREEMENT

State of Oregon, County of Klamath
Recorded 04/19/2004 3:27 P m
Vol M04 Pg 23149-51
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

AGREEMENT, this 15th day of April 2004, between Ervise W. Huguenin, first parties, Leo John Avender, second parties, and Kelly H. Canaday and Diane L. Canaday, as third parties:

WITNESSETH:

First Party is the owner of:

Lot 14, Block 1, Cedar Trails, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Second Party is the owner of:

Lot 13, Block 1 of Cedar Trails, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Third Parties are the owners of:

Lot 16, Block 1 of Cedar Trails, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

There is a well located on Lot 14, Block 1, Cedar Trails, in which the parties mentioned above own an interest:

The parties wish to enter into an agreement for the operation, maintenance and repair of said well and pump house.

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement of the water lines from the pump to their own premises, but the cost of all future maintenance, replacement and improvements, and electricity of the pump, of the well and casing shall be born equally by the parties and their heirs and assigns.
- (2) Each Party grants to the other Parties, their heirs, grantees and assigns for the benefit of all Parties' said property, perpetual right and easement in and to said water well for the purpose of replacing the pipes from the pump which services the Parties' property.
- (3) It is mutually agreed that the well shall serve only those properties listed above and shall not be extended to any additional property without the express consent of all parties hereto.
- (4) It is mutually agreed by all of the parties hereto on behalf of themselves, their heirs, grantees and assigns, that in the event that any owner of any of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees thereat; in addition to the usual costs and disbursements provided by law.
- (5) This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

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IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.

Kelly H. Canada
Witness

Erin H. Huggins
First Party

Diane Canada
Second Party

Kelly H. Canada
Third Parties

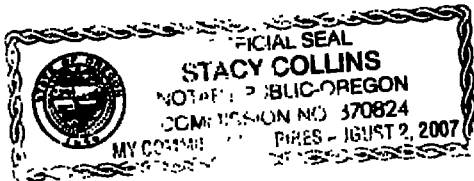
State of Oregon)
County of Klamath) ss

Personally appeared the above named

Kelly H. Canada and Diane
Canada

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon



State of Oregon

23151

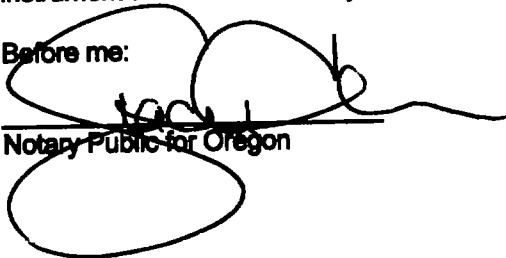
County of Klamath

April 15, 2004

Personally appeared Diane L. Canaday

personally known to me to be the same person who was a subscribing witness to the foregoing instrument, who, being sworn stated that she resides at Klamath County, Oregon and that she knew Erving W. Huguenin and
Leo John Avender
the persons described in and who executed the foregoing conveyance, and he acknowledged said instrument to be their voluntary act.

Before me:


Notary Public for Oregon

